

Immanuel Herrmann
Pro se Celsius creditor
Admin of the worldwide Celsius
Earn Customer Telegram group
immanuelherrmann@gmail.com
<https://t.me/celsiusearn>

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Chapter 11
)	
CELSIUS NETWORK LLC, <i>et al.</i> , ¹)	Case No. 22-10964 (MG)
)	
Debtors.)	(Jointly Administered.)

**JOINDER OF THREE HUNDRED AND FORTY CELSIUS CREDITORS TO THE
OBJECTION AND RESERVATION OF RIGHTS FILED BY MARK A. LINDSAY TO
DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) ESTABLISHING OWNERSHIP
OF ASSETS IN THE DEBTORS' EARN PROGRAM, (II) PERMITTING THE SALE OF
STABLECOINS IN THE ORDINARY COURSE AND (III) GRANTING RELATED
RELIEF [D.R. 1490]**

We, the undersigned 340 Celsius creditors, would like to make it known that we agree with the above-mentioned filing, D.R. 1490, which is consistent with our views and opinions on the issue of the sale of stablecoins and establishing ownership of the assets based on the Terms of Use (ToS).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

In particular, we agree with the following statements:

"The Terms of Use are replete with language providing that at most, Respondents were "lending" their assets to Debtors for a period of time until Respondents, in their sole discretion, asked for their assets to be returned...

The myriad of examples of this language has been set forth on the record by other objectors at length and is apparent on the face of the various Terms of Use versions filed by the Debtors.

Respondents shall not waste additional time and resources by merely repeating those facts herein. To the extent necessary, Respondents incorporate herein and join in any and all other objections to the Earn Motion."

To add further credibility to our position, BlockFi, a direct competitor of Celsius that filed for bankruptcy just a few days ago **and whose ToS are nearly identical to those of Celsius**, (Exhibit A - Terms of Use) put out the following statement: "The first substantive point... is BlockFi views customer deposits as customer property and not part of the bankruptcy estate." (Exhibit B - Announcement)

The fact that crypto industry leaders observing the Celsius case make this as their first point of communication, only confirms the absurdity of the idea that coins belong to anyone other than the creditor.

We ask that the court deny the sale of the stablecoins and deem the ownership of all coins to be property of us, the creditors.

The individuals whose signatures appear below each state as follows: "I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that I am a Celsius customer, that I am signing this joinder on behalf of myself, and that the information I have provided herein is true and correct to the best of my knowledge, information, and belief."

Respectfully submitted,

Dated: December 2, 2022
Silver Spring, Maryland

/s/ Immanuel Herrmann
Immanuel Herrmann

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S/ Rebecca Gallagher

Rebecca Gallagher
Dickson TN United States
2022/11/30 6:43:40 AM
EST

S/ Alexander P Simmons

Alexander P Simmons
Haverfordwest, Wales,
United Kingdom.
2022/11/30 8:44:30 AM
EST

S/ Jeremy Cohen Hoffing

Jeremy Cohen Hoffing
Topanga, California
2022/11/30 10:17:19 AM
EST

S/ Oliver Chilvers

Oliver Chilvers
Bristol, England
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S/ Paul Anthony Green

Paul Anthony Green
Cromer, Australia
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S/ Stephen Adolfson

Stephen Adolfson
Sacramento,CA
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S/ Gary Bombaro

Gary Bombaro
Boynton Beach, Florida
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S/ Doug Freeman

Doug Freeman
Mesquite NV
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S/ Jong K Choi

Jong K Choi
Edmonton, Alberta, Canada
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S/ Femke Vessies

Femke Vessies
Esch, Noord Brabant, the
Netherlands
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S/ Roy Vranken

Roy Vranken
Esch, Noord Brabant, the
Netherlands
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S/ Dr. Joseph Lalia

Dr. Joseph Lalia
Delray Beach FL
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S/ Ben Eades

Ben Eades
Kennedy Town, Hong Kong
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S/ Ramon Gonzales

Ramon Gonzales
Salt Lake City, UT
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S/ Gerard Renner

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Brooklyn, New York
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S/ Anton Wu

Anton Wu
Melbourne, Australia
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S/ Christian Baus

Christian Baus
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S/ Kevin Joseph Spring

Kevin Joseph Spring
Angleton, Texas
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S/ Jack Barraclough

Jack Barraclough
Tauranga, New Zealand
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S/ Paul white

Paul white
Manchester U.K.
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S/ Catarina da Silva

Gonçalves
Catarina da Silva
Gonçalves
Campinas, Brazil
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S/ Nicholas Negri

Nicholas Negri
Albosaggia, Italy
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S/ On hui yin amelia

On hui yin amelia
Singapore
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S/ Robert Moretta

Robert Moretta
Astoria, New York
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S/ IBRAHIM EAD

IBRAHIM EAD
St. Louis, MO
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S/ Wojciech Plichta

Wojciech Plichta
New York
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S/ Valentin Vanherpen

Valentin Vanherpen
Saint Denis, France
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S/ Zaidong Yang

Zaidong Yang
La Habra, California
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S/ Troy c wadina

Troy c wadina
Waterford wi
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S/ Charles Abonce

Charles Abonce
Las Vegas, Nevada
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S/ Lucas Ariel Martinez

Lucas Ariel Martinez
Steinmaur, Zurich,
Switzerland
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S/ Serban Adrian Duica

Serban Adrian Duica
Rosiori de Vede, Romania
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S/ Becky Madsen

Becky Madsen
Las Vegas
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S/ Jean Dimitriadis

Jean Dimitriadis
Nonthaburi, Thailand
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S/ Sharon A Smith

Sharon A Smith
Thunder Bay, Ontario
Canada
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S/ Ana Laura Martinez

Ana Laura Martinez
Bahia Blanca, Buenos Aires,
Argentina
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S/ Thomas Gargano

Thomas Gargano
Elkridge, MD
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S/ Peter Gray

Peter Gray
Newark, California
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S/ Phan Phi Long

Phan Phi Long
Singapore
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S/ Martin K Pease

Martin K Pease
Fare, Huahine, French
Polynesia
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S/ Alberto Jimenez

Alberto Jimenez
Springfield, VA
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S/ Bradley Giardiello

Bradley Giardiello
Laurel, Maryland
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S/ Patrick Daniel Bryant

Patrick Daniel Bryant
Wells, Maine
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S/ Mark Boolootian

Mark Boolootian
Santa Cruz, CA
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S/ GREGOR LUDGER

MALECKI
GREGOR LUDGER MALECKI
Alboraya, Spain
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S/ William George Hewitt

William George Hewitt
South Africa
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S/ Carl Eckett

Carl Eckett
Wakefield
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S/ Aidan Jaye Goodchild

Aidan Jaye Goodchild
Perth, Australia
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S/ Olena Kozlova

Olena Kozlova
Steinmaur, Zurich,
Switzerland
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S/ Stephen Levenberg

Stephen Levenberg
Austin
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S/ Lisa R Lang

Lisa R Lang
Green Valley, AZ
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S/ Dario Javier Martinez

Dario Javier Martinez
Bahia Blanca, Buenos Aires,
Argentina
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S/ Nathaniel Dolbee

Nathaniel Dolbee
Quincy, Florida
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S/ Aidan Jaye Goodchild

Aidan Jaye Goodchild
Perth, Australia
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S/ Deniz Levenberg

Deniz Levenberg
Austin, TX
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S/ Robert Wilsford

Robert Wilsford
The Colony, Texas
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S/ Eric Blizzard

Eric Blizzard
Cincinnati ohio
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S/ Ryan Carlos

Ryan Carlos
Chicago, IL
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S/ Niall McAndrew

Niall McAndrew
New Zealand
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S/ Zhang Wenchang

Zhang Wenchang
Singapore
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S/ Katarina Stanisavljevic

Katarina Stanisavljevic
Chicago, Illinois
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S/ Joshua McMahon

Joshua McMahon
Hayden, Idaho
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S/ Viola Siu Ping Lo

Viola Siu Ping Lo
Harris Park, NSW, Australia
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S/ Stephen Levenberg

Stephen Levenberg
Austin
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S/ Evan Fischer

Evan Fischer
Milwaukee, WI
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S/ Jonathan Wong

Jonathan Wong
Toronto, Canada
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S/ Steven torres

Steven torres
Simi Valley, California
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S/ Adam Egan

Adam Egan
Dublin , Ireland
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S/ Brian Barnes

Brian Barnes
Inglewood
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S/ Mitch

Mitch
San Jose, CA
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S/ Mitch shapero

Mitch shapero
San Jose, ca
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S/ Nelson Courtney Smith

Nelson Courtney Smith
Aurora, CO
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S/ KELLY L VOSTAL
KELLY L VOSTAL
Manasquan, NJ
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S/ Shane O'Hare
Shane O'Hare
Chugiak, Alaska
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S/ Douglas F McLaughlin
Douglas F McLaughlin
Centennial, Colorado
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Daxeshkumar Patel
Ajax, Ontario, Canada
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Ryan Runchey
San Jose, California
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Martin Robert
Las Vegas, Nevada
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Nicholas Thulin
La Center, Washington
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Yong Chan
Bournemouth, England
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Richard E Oswald
Shamong, New Jersey
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Janell Eckhardt
Bainbridge Island, WA
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Edouard Cordi
Temecula, CA
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S/ Colin Valenta

Colin Valenta
Pittsburgh, Pennsylvania
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S/ Alan Rorie

Alan Rorie
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S/ Chris Roth

Chris Roth
Portland, OR
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S/ John Heptonstall

John Heptonstall
Sydney Australia
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S/ Amber Roth

Amber Roth
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S/ Alan Rorie

Alan Rorie
Sacramento California
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S/ Nikhil Suri

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Maximilian Frederick
Claremont, California
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S/ Bal Krishna Jha

Bal Krishna Jha
Lorton, Virginia
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S/ Benedict Y Hui

Benedict Y Hui
Seattle, washinton, usa
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S/ Carey Drake

Carey Drake
Atlanta, Georgia
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S/ Robertino Stoicescu

Robertino Stoicescu
Sydney NSW
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S/ Sooin Lee

Soojin Lee
Branson, Missouri
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S/ Dawn Webster

Dawn Webster
Westville NJ
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S/ John David Porter

John David Porter
Indianapolis, Indiana
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S/ Christopher Paul
Birnbaum

Christopher Paul Birnbaum
Saint Petersburg, Florida
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S/ Caleb Ross

Caleb Ross
Jamaica, New York
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S/ Jonathan Malcolm Boyd

Jonathan Malcolm Boyd
Johor Bahru, Malaysia
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S/ Michael Charles Watson

Michael Charles Watson
Giralang, ACT, Australia
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S/ Christian Simpson

Christian Simpson
Los Angeles
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S/ Gipsy Field

Gipsy Field
Pompano Beach
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S/ Andrew Thompson

Andrew Thompson
Berwyn, Illinois
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S/ Robertino Stoicescu
Robertino Stoicescu
Sydney Australia
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S/ Michael A Joseph
Michael A Joseph
Austin
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S/ Brian McMullen
Brian McMullen
San Diego, California
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S/ Caitriona Harvey
Caitriona Harvey
Auckland, New Zealand
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S/ Adam Ingersoll
Adam Ingersoll
White Salmon, Washington
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S/ Christopher McBride
Christopher McBride
O'fallon, Illinois
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S/ Dana Sandefur
Dana Sandefur
Dunnellon
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S/ Allan Edgar Fong Ramirez
Allan Edgar Fong Ramirez
Guatemala city, Guatemala
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S/ Norman Hirsch
Norman Hirsch
Juno Beach, Florida
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S/ Matej Konecny
Matej Konecny
Sydney, Australia
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S/ Pablo Sturm Hernandez
Pablo Sturm Hernandez
Marbella, Spain
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S/ Geertje Anna Sinnema
Geertje Anna Sinnema
Marbella, Spain
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S/ Brian Kenney

Brian Kenney
Toronto, Canada
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S/ Thomas Metters

Thomas Metters
Jakarta, Indonesia
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S/ Shane Owens

Shane Owens
Eldorado Springs, CO
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S/ Miroslav Ćuvak

Miroslav Ćuvak
Zagreb, Croatia
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S/ Vijo Joseph

Vijo Joseph
Brookfield, Connecticut
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S/ Brad Legassick

Brad Legassick
Gold Coast, Australia
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S/ Jeffrey Smith

Jeffrey Smith
Norfolk, Massachusetts
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S/ Nigel Mack

Nigel Mack
Brighton South Australia
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S/ Jason Deon Mayhew

Jason Deon Mayhew
Salt Lake
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S/ Nigel John Kirkwood

Nigel John Kirkwood
Busselton, Western
Australia
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S/ John Chinnick Root

John Chinnick Root
Rockport TX
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S/ Jesse Lund

Jesse Lund
Coto de Caza, California
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S/ Justin Maatubang

Justin Maatubang
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S/ Jesse Lund

Jesse Lund
Coto de Caza, California
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S/ Peter Choi

Peter Choi
Richmond, VA
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S/ Miguel vÅngel Lozano

Chairez
Miguel vÅngel Lozano
Chairez
Mexicali, Mexico
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S/ Keri Taiaroa

Keri Taiaroa
Melbourne, Australia
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S/ Mark Stephens

Mark Stephens
Pensacola, Florida
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S/ Douglas Ross Stringer

Douglas Ross Stringer
San Antonio, Texas
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S/ Hani Gobran

Hani Gobran
Winchester, California
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S/ Harrison Kinchler

Harrison Kinchler
Dunwoody, Georgia
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S/ Jefferson Touth

Jefferson Touth
Redlands, California
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S/ John Bodwell

John Bodwell
Lewisville, TX
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S/ Mahesh Patro

Mahesh Patro
Mumbai, India
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S/ Erik Whitlock

Erik Whitlock
Fort Worth, Texas
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S/ Stephan Richard

Stephan Richard
Halifax, Nova Scotia,
Canada
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S/ Carolyn Chamberlayne

Carolyn Chamberlayne
San Francisco
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S/ Danny Zaporozan

Danny Zaporozan
Castlegar, Canada
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S/ Anthony Robert Catley

Anthony Robert Catley
Perth, Western Australia
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S/ David Mautz

David Mautz
New Orleans, LA
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Jeff Pollock
Cary, North Carolina
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S/ Brian Katz

Brian Katz
Los Angeles, CA
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S/ Jared R Hamilton

Jared R Hamilton
Malvern
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S/ Tamati Te Oka

Tamati Te Oka
Auckland, New Zealand
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S/ Dario Savic

Dario Savic
Oshkosh, Wisconsin
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S/ Tan Chye Teck

Tan Chye Teck
Singapore
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S/ Simeon Berson

Simeon Berson
Melbourne, Australia
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S/ Joshua Lewis

Joshua Lewis
JACKSONVILLE
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S/ Robert Applegate

Robert Applegate
San Francisco
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S/ Justin Nicholson

Justin Nicholson
Green Cove Springs, FL
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S/ Ryan Pramer

Ryan Pramer
Celebration, Florida
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S/ Guy Matthew Perry

Guy Matthew Perry
Santa Ana, CA
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S/ James Larkin

James Larkin
Lake Worth, Florida
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S/ Cviko Savic

Cviko Savic
Oshkosh, Wisconsin
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S/ Matthew Kurt Mosteller

Matthew Kurt Mosteller
Nashville, Tennessee
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S/ Aashita Kesarwani

Aashita Kesarwani
Pomona, California
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S/ Yvan Clot-Goudard

Yvan Clot-Goudard
France
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S/ Vaibhav Pawar

Vaibhav Pawar
Arlington Heights, IL
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S/ Andrew Ong

Andrew Ong
San Francisco, CA
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S/ juan camilo castillo giron

juan camilo castillo giron
Australia
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S/ My Hanh Do

My Hanh Do
San Francisco
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S/ Rohan Juneja

Rohan Juneja
Sydney, Australia
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S/ Jason Brown

Jason Brown
Southfield, Michigan
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S/ Cory Taylor

Cory Taylor
Baltimore, Maryland
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S/ Cory Taylor

Cory Taylor
Baltimore, Maryland
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S/ Chuen Kang Gooi

Chuen Kang Gooi
Singapore
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S/ Justin D Smit

Justin D Smit
Arlington, VA
2022/12/01 12:12:37 AM
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S/ Jesus Ayala Jr.

Jesus Ayala Jr.
Chicago, IL
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S/ Sanja Jakovljevic

Sanja Jakovljevic
Oshkosh, Wisconsin
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S/ Mark Underhill

Mark Underhill
Stavanger, Norway
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S/ Peter Truss

Peter Truss
Los Angeles
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S/ Maki Hanawa

Maki Hanawa
Surrey, British Columbia
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S/ Indrajeet Vagha

Indrajeet Vagha
Bayonne NJ
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S/ Christopher Berglund

Christopher Berglund
Surahammar, Sweden
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S/ Joey Hendrickson

Joey Hendrickson
Columbus, Ohio
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S/ Robert A Costanza

Robert A Costanza
Ojai, Ca.
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S/ Eric Chan

Eric Chan
La Habra, California
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S/ Andrew Fenster

Andrew Fenster
San Francisco, CA
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S/ Wojda

Wojda
Brugelette Bruxelles
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S/ Peter Konyves

Peter Konyves
Dunaujvaros, Hungary
2022/12/01 12:53:03 AM
EST

S/ Thomas Hawker

Thomas Hawker
Zeist, Netherlands
2022/12/01 1:06:02 AM
EST

S/ Kirk Robison

Kirk Robison
Santa Clara, UT
2022/12/01 1:06:29 AM
EST

S/ Doug Leung

Doug Leung
Lafayette, Indiana
2022/12/01 1:07:50 AM
EST

S/ Reeran Kim

Reeran Kim
Ranco Palos Verdes CA
2022/12/01 1:10:37 AM
EST

S/ Florian Mautendorfer

Florian Mautendorfer
Vienna, Austria
2022/12/01 1:16:47 AM
EST

S/ Frances Jones

Frances Jones
Sydney, Australia
2022/12/01 1:25:12 AM
EST

S/ Liam Nguyen-Jones

Liam Nguyen-Jones
Sydney, Australia
2022/12/01 1:26:25 AM
EST

S/ James Deglau

James Deglau
Larkspur
2022/12/01 1:37:03 AM
EST

S/ Bradley Machamer

Bradley Machamer
Tucson, AZ
2022/12/01 1:40:26 AM
EST

S/ David Schneider (all
rights reserved)

David Schneider (all rights
reserved)
Rogers, Arkansas
2022/12/01 1:53:51 AM
EST

S/ Vishesh Marwah

Vishesh Marwah
Melbourne, Australia
2022/12/01 1:54:43 AM
EST

S/ Ognjen Markovic

Ognjen Markovic
Belgrade, Serbia
2022/12/01 2:02:17 AM
EST

S/ Grant Reid

Grant Reid
Duebendorf, Switzerland
2022/12/01 2:03:11 AM
EST

S/ Martijn Hinten

Martijn Hinten
Amsterdam, The
Netherlands
2022/12/01 2:03:40 AM
EST

S/ Jean-Paul Luijten

Jean-Paul Luijten
Amersfoort
2022/12/01 2:37:02 AM
EST

S/ Bernard Mutz

Bernard Mutz
Dayton, Ohio
2022/12/01 2:41:44 AM
EST

S/ Russell Pentland Weetch

Russell Pentland Weetch
Harrow, United Kingdom
2022/12/01 2:42:53 AM
EST

S/ Paul Crudgington

Paul Crudgington
Manchester, England
2022/12/01 2:44:49 AM
EST

S/ Andrea Marchiotto

Andrea Marchiotto
Rotterdam, The
Netherlands
2022/12/01 2:46:05 AM
EST

S/ Michael J. Lewis

Michael J. Lewis
Fremont CA
2022/12/01 2:46:40 AM
EST

S/ Russell Chan

Russell Chan
Amersfoort, Utrecht,
Netherlands
2022/12/01 2:50:49 AM
EST

S/ Elaine Hartley

Elaine Hartley
Lancashire England
2022/12/01 2:57:38 AM
EST

S/ Marlies de Boer

Marlies de Boer
Amsterdam, the
Netherlands
2022/12/01 2:58:01 AM
EST

S/ Chris Brennan

Chris Brennan
London England
2022/12/01 2:58:13 AM
EST

S/ Ali Jamshid Far

Ali Jamshid Far
Sweden
2022/12/01 3:00:36 AM
EST

S/ Leskv̂ Balv̂zs

Leskv̂ Balv̂zs
Budapest, Hungary
2022/12/01 3:01:05 AM
EST

S/ Freerk Jelsma

Freerk Jelsma
Dokkum, The Netherlands
2022/12/01 3:11:08 AM
EST

S/ Robert Boolootian

Robert Boolootian
Santa Cruz California
2022/12/01 3:16:09 AM
EST

S/ Daniel Anthony

Valenzuela
Daniel Anthony Valenzuela
Phoenix, Arizona
2022/12/01 3:17:29 AM
EST

S/ Ptolemy Sinclair Petrie

Ptolemy Sinclair Petrie
Colorado Springs, Colorado
USA
2022/12/01 3:19:08 AM
EST

S/ Alessandro Muggianu

Alessandro Muggianu
Simaxis, Italy
2022/12/01 3:22:02 AM
EST

S/ Gerardo Miranda

Gerardo Miranda
Rancho Cucamonga, CA
2022/12/01 3:30:30 AM
EST

S/ Leticia Miranda

Leticia Miranda
Rancho Cucamonga, CA
2022/12/01 3:33:07 AM
EST

S/ Andrew Kennett

Andrew Kennett
London, England
2022/12/01 3:34:13 AM
EST

S/ Philip Charles Harding

Philip Charles Harding
Cardiff United Kingdom
2022/12/01 3:49:32 AM
EST

S/ Mathew Rhys Harding

Mathew Rhys Harding
Cardiff, United Kingdom
2022/12/01 3:50:46 AM
EST

S/ RAVI V ALAPATI

RAVI V ALAPATI
ATLANTA, GA
2022/12/01 3:56:27 AM
EST

S/ Angelica Virginia

Mercado Paz
Angelica Virginia Mercado
Paz
Olite, Spain
2022/12/01 3:56:59 AM
EST

S/ Shelley Foster
Shelley Foster
Ferndale, Washington
2022/12/01 3:58:20 AM
EST

S/ Volkan Altunbay
Volkan Altunbay
Antwerp, Belgium
2022/12/01 4:12:08 AM
EST

S/ Paul Webb
Paul Webb
Norfolk UK
2022/12/01 4:42:39 AM
EST

S/ Joel Kaiser
Joel Kaiser
Cully, Switzerland
2022/12/01 4:45:06 AM
EST

S/ Victor Dominguez Ortiz
Victor Dominguez Ortiz
Moxee WA
2022/12/01 4:48:32 AM
EST

S/ Damien Debin
Damien Debin
Paris, France
2022/12/01 4:53:01 AM
EST

S/ Antonio Ballesteros
Cabezas
Antonio Ballesteros
Cabezas
Conthey Switzerland
2022/12/01 4:56:17 AM
EST

S/ Raminta Didikaite
Raminta Didikaite
London
2022/12/01 5:12:12 AM
EST

S/ Benjamin Patton
Benjamin Patton
Dorado, PR
2022/12/01 5:20:59 AM
EST

S/ Andreas Aeschlimann
Andreas Aeschlimann
Heimberg, Switzerland
2022/12/01 5:24:55 AM
EST

S/ Norbert Wegrzynowski
Norbert Wegrzynowski
Gloucester, England
2022/12/01 5:26:38 AM
EST

S/ Kunwar bir singh
Kunwar bir singh
Singapore, singapore
2022/12/01 5:53:01 AM
EST

S/ Andrew A Martin

Andrew A Martin
Norton Shores, Michigan
2022/12/01 6:07:07 AM
EST

S/ Paul Niehe

Paul Niehe
Den Haag, the Netherlands
2022/12/01 6:27:47 AM
EST

S/ Min Wilde

Min Wilde
London England
2022/12/01 6:31:46 AM
EST

S/ Elliott Russell

Elliott Russell
Mansfield, United Kingdom
2022/12/01 6:36:51 AM
EST

S/ Danny Layton

Danny Layton
London, England
2022/12/01 6:38:35 AM
EST

S/ Jong Chol Lee

Jong Chol Lee
Deep River, Connecticut
2022/12/01 6:48:29 AM
EST

S/ Samuli Lvðf

Samuli Lvðf
Salo, Finland
2022/12/01 6:50:48 AM
EST

S/ James Engel

James Engel
Long Valley New Jersey
2022/12/01 6:50:49 AM
EST

S/ Tyson Knowles

Tyson Knowles
Campbell River, Canada
2022/12/01 6:51:12 AM
EST

S/ Arwed Kubisch

Arwed Kubisch
LV^oneburg, Germany
2022/12/01 6:53:49 AM
EST

S/ Benoit Kuziora

Benoit Kuziora
Thunder bay canada
2022/12/01 7:03:11 AM
EST

S/ Adam Velez

Adam Velez
Toms River, New Jersey
2022/12/01 7:06:33 AM
EST

S/ Michael S Merson
Michael S Merson
Boynton Beach, Florida
2022/12/01 7:16:42 AM
EST

S/ Liew Eng Chuan
Liew Eng Chuan
Selangor, Malaysia
2022/12/01 7:23:01 AM
EST

S/ LAWRENCE CHARLES
PORTER II
LAWRENCE CHARLES
PORTER II
Miami Beach, Florida
2022/12/01 7:25:01 AM
EST

S/ Christopher Little
Christopher Little
Brambleton, Virginia
2022/12/01 7:28:16 AM
EST

S/ Matthew Bolden
Matthew Bolden
Atlanta, GA
2022/12/01 7:28:19 AM
EST

S/ Michael Sutton
Michael Sutton
Pickerington, ohio
2022/12/01 7:28:33 AM
EST

S/ Lucia August
Lucia August
Oakland, California
2022/12/01 7:29:21 AM
EST

S/ Nicholas Paul hammett
Nicholas Paul hammett
Exeter, england
2022/12/01 7:38:20 AM
EST

S/ Daniel Frishberg
Daniel Frishberg
Hillsborough County,
Florida
2022/12/01 7:40:21 AM
EST

S/ E. Buitenman
E. Buitenman
Amsterdam, Netherlands
2022/12/01 7:41:25 AM
EST

S/ Jacob Radder
Jacob Radder
Buffalo, New York
2022/12/01 7:43:26 AM
EST

S/ Renaud Valkenberg
Renaud Valkenberg
GreZ-Doiceau, Belgium
2022/12/01 7:52:54 AM
EST

S/ Ernest TRAN

Ernest TRAN
Paris, France
2022/12/01 7:59:23 AM
EST

S/ Alec Samuel Urrutia
Delgado

Alec Samuel Urrutia
Delgado
Opera, Italy
2022/12/01 8:01:52 AM
EST

S/ Sonda Cohen

Sonda Cohen
Bangkok Thailand
2022/12/01 8:07:55 AM
EST

S/ Aimv©e G. Urrutia D.

Aimv©e G. Urrutia D.
Panama, Panama
2022/12/01 8:14:07 AM
EST

S/ Kim Nilsson Davidsson

Kim Nilsson Davidsson
Puerto Aventuras.
Quintana Roo. Mexico.
2022/12/01 8:30:57 AM
EST

S/ Clay Schile

Clay Schile
Greer, SC
2022/12/01 8:32:37 AM
EST

S/ Jefferson Nunn

Jefferson Nunn
Plano Texas
2022/12/01 8:33:36 AM
EST

S/ Mark Griffin

Mark Griffin
Austin , Texas
2022/12/01 8:36:56 AM
EST

S/ Robert Flores

Robert Flores
Waterloo Ia
2022/12/01 8:37:34 AM
EST

S/ Philippe REYMOND

Philippe REYMOND
Gland, Switzerland
2022/12/01 8:39:14 AM
EST

S/ Frederik Lauwers

Frederik Lauwers
Bellegem, Belgium
2022/12/01 8:39:47 AM
EST

S/ Tom Jolley

Tom Jolley
Sheffield, England
2022/12/01 8:49:07 AM
EST

S/ joanne evans

joanne evans
Palm Beach, Australia
2022/12/01 8:49:14 AM
EST

S/ Pierpaolo Urrutia
Delgado

Pierpaolo Urrutia Delgado
Fermo, Italy
2022/12/01 8:49:30 AM
EST

S/ Joseph Roman

Joseph Roman
Boca Raton, Florida
2022/12/01 8:55:47 AM
EST

S/ Marshall west

Marshall west
Houston, tx
2022/12/01 8:59:45 AM
EST

S/ Richard K Robison

Richard K Robison
Provo, Utah
2022/12/01 9:02:28 AM
EST

S/ Josh Bellingham

Josh Bellingham
North Vancouver, Canada
2022/12/01 9:11:51 AM
EST

S/ David Bolt

David Bolt
Dickson Tennessee
2022/12/01 9:22:06 AM
EST

S/ Robert Citron

Robert Citron
Washington DC
2022/12/01 9:22:51 AM
EST

S/ Tom Brown

Tom Brown
Fort Myers, Florida
2022/12/01 9:35:54 AM
EST

S/ Andy Gimino

Andy Gimino
Westford, Vermont
2022/12/01 9:49:39 AM
EST

S/ Gabriel Theron

Gabriel Theron
Bekasi, Indonesia
2022/12/01 9:50:32 AM
EST

S/ Enrico Pena

Enrico Pena
Paravtaque, Philippines
2022/12/01 9:59:00 AM
EST

S/ Rafal Szymanski

Rafal Szymanski
Nashua Nh
2022/12/01 9:59:17 AM
EST

S/ Carol summers

Carol summers
Pasadena Maryland
2022/12/01 10:01:29 AM
EST

S/ Rami A Efal

Rami A Efal
New York, New York
2022/12/01 10:01:35 AM
EST

S/ Ian Gabrielle

Ian Gabrielle
Egg Harbor Township, New
Jersey
2022/12/01 10:03:30 AM
EST

S/ Michael Garner
Wakefield

Michael Garner Wakefield
Bentonville, AR
2022/12/01 10:05:19 AM
EST

S/ Ranjana Sarma

Ranjana Sarma
Edinburg, TX, USA
2022/12/01 10:14:58 AM
EST

S/ Gerald D Van Eeckhout

Gerald D Van Eeckhout
Frisco
2022/12/01 10:19:17 AM
EST

S/ Cynthia E Perrulli

Cynthia E Perrulli
Bethlehem, PA
2022/12/01 10:23:03 AM
EST

S/ Yamil Molinar Rivera

Yamil Molinar Rivera
US, Chicago, IL
2022/12/01 10:24:57 AM
EST

S/ Lucia Ana Costa

Lucia Ana Costa
Bahia Blanca, Buenos Aires,
Argentina
2022/12/01 10:36:59 AM
EST

S/ Michael Tarsi

Michael Tarsi
Lighthouse Point, FL US
2022/12/01 10:48:05 AM
EST

S/ Ryan Schleiger

Ryan Schleiger
Newport Beach, CA
2022/12/01 10:55:39 AM
EST

S/ Cameron Crews

Cameron Crews
Hoboken, New Jersey
2022/12/01 10:58:56 AM
EST

S/ Raul Alfredo Martinez

Raul Alfredo Martinez
Bahia Blanca, Buenos Aires,
Argentina
2022/12/01 11:05:13 AM
EST

S/ L. Anne Yeilding

L. Anne Yeilding
Decatur, Georgia USA
2022/12/01 11:09:19 AM
EST

S/ Cameron Petts

Cameron Petts
Chatham
2022/12/01 11:13:54 AM
EST

S/ Alexander Dumbrique

Alexander Dumbrique
Montreal
2022/12/01 11:19:52 AM
EST

S/ Brandon Lawrence

Brandon Lawrence
Glendale, CA
2022/12/01 11:21:49 AM
EST

S/ Judith D Ferrara

Judith D Ferrara
Yardley, Pennsylvania
2022/12/01 11:23:53 AM
EST

S/ austin stratton

austin stratton
Santa Cruz California
2022/12/01 11:28:54 AM
EST

S/ Ryan Chilia

Ryan Chilia
Austin Texas
2022/12/01 11:30:44 AM
EST

S/ Jordan J Oglesby

Jordan J Oglesby
Los Angeles
2022/12/01 11:35:12 AM
EST

S/ Manoj Kumar

Manoj Kumar
Charlotte, NC
2022/12/01 11:36:53 AM
EST

S/ Kathy Zheng

Kathy Zheng
San Francisco, CA
2022/12/01 11:54:32 AM
EST

S/ igor bekker

igor bekker
BROOKLYN, new york
2022/12/01 11:59:20 AM
EST

S/ James Martindale

James Martindale
Dallas, Texas
2022/12/01 12:07:57 PM
EST

S/ Jinesh Patel

Jinesh Patel
Belle Mead, NJ
2022/12/01 12:15:11 PM
EST

S/ Milin Patel

Milin Patel
San Francisco, CA
2022/12/01 12:15:50 PM
EST

S/ Andrew Swink

Andrew Swink
Laurel, MD
2022/12/01 12:35:37 PM
EST

S/ Abdus Samad Soliman

Abdus Samad Soliman
Sharjah, UAE
2022/12/01 12:46:38 PM
EST

S/ Michael Lohmann

Michael Lohmann
Tseung Kwan O, Hong Kong
2022/12/01 12:50:13 PM
EST

S/ Alec Samuel Urrutia
Delgado

Alec Samuel Urrutia
Delgado
Opera, Italy
2022/12/01 12:58:43 PM
EST

S/ Raphael Khai Toan Cao

Raphael Khai Toan Cao
Charneca de Caparica,
Portugal
2022/12/01 12:59:47 PM
EST

S/ Seungjun Park

Seungjun Park
Calgary
2022/12/01 1:12:41 PM
EST

S/ Christopher D Fay

Christopher D Fay
Plano Texas
2022/12/01 1:12:54 PM
EST

S/ Carla Gravenkemper

Carla Gravenkemper
Plano Texas
2022/12/01 1:18:35 PM
EST

S/ Ryan Schwallie

Ryan Schwallie
Cincinnati, Ohio
2022/12/01 1:21:36 PM
EST

S/ Timothy Hays

Timothy Hays
Houston
2022/12/01 1:34:43 PM
EST

S/ Carey Seip

Carey Seip
La Center, WA
2022/12/01 1:48:38 PM
EST

S/ Yoshihiro Luk

Yoshihiro Luk
New York, New York
2022/12/01 1:51:33 PM
EST

S/ Segey Kim C/O Richard
Rosenblatt

Segey Kim C/O Richard
Rosenblatt
Rockville MD
2022/12/01 2:03:59 PM
EST

S/ Sandra Valencia Morley

Sandra Valencia Morley
Morton Grove IL
2022/12/01 2:13:43 PM
EST

S/ John Collier

John Collier
Morton Grove IL
2022/12/01 2:14:30 PM
EST

S/ Cecilia Valencia

Cecilia Valencia
Morton Grove IL
2022/12/01 2:22:50 PM
EST

S/ Kinney B

Kinney B
TX, USA
2022/12/01 2:30:20 PM
EST

S/ Yiu Au

Yiu Au
Los Angeles, CA
2022/12/01 2:31:19 PM
EST

S/ Wendy valencia

Wendy valencia
Morton grove illinois
2022/12/01 2:33:02 PM
EST

S/ william marlett

william marlett
Bend, Oregon
2022/12/01 2:38:13 PM
EST

S/ Garry Scott

Garry Scott

Austin, TX

2022/12/01 2:44:36 PM

EST

S/ Mark Luckenbaugh

Mark Luckenbaugh

Hanover, PA

2022/12/01 2:45:02 PM

EST

S/ Kenneth Hartvig Taul

Kenneth Hartvig Taul

Greve, Denmark

2022/12/01 2:50:10 PM

EST

S/ Peggy Johnson

Peggy Johnson

Sun City West, AZ

2022/12/01 2:52:21 PM

EST

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PERSONAL STATEMENTS OF CELSIUS CREDITORS

My crypto is my property, when I signed up in 2020, I was lending my property to Celsius, NOT transferring ownership of my stablecoins, fact!

Alexander P Simmons, Haverfordwest, Wales, United Kingdom

The UCC has been nothing short of a disappointment with their actions (or lack thereof) bordering on obfuscation and tampering. They do not represent my wishes, and have been a failure at removing ALL vestiges of the abysmal team that left us in this disaster, without any plan to date other than paying corporate salaries. If they were doing a decent job, you would not be hearing from me, and likely a plethora of other creditors.

Dr. Joseph Lalia, Delray Beach FL

Hi Judge Glenn, the funds locked in my Celsius account are my own personal life savings. Please please please do the same for Celsius that is happening with BlockFi.

Peter Gray, Newark, California

It is absurd to believe that the Celsius ToS hold any weight when they sold themselves like a bank where customers merely stored THEIR funds. Nobody in their right mind deposited their money for Celsius to gamble away, with only a slight possibility of being returned to them. The ToS uses contradictory wording and Alex Mashinsky orally amended the written ToS in his videos, repeatedly stating coins on Celsius belong to the customers.

Alberto Jimenez, Springfield, VA

I am a 72 year old retired person. I have the majority of my retirement funds in the Celsius App. The fact that I have not been able to access my coins, my funds, that I worked and saved for my entire life has had a very negative impact on my life and that of my wife. To draw out this time frame by so many days, is inexcusable, and quite stressful to me. I hope this is resolved as quickly as possible so I can get some or all of my coins back. My life has been so negatively impacted. Please help this Chapter 11 to be concluded, sooner rather than later. Your Honor, I always believed in 'not your keys, not your coins.' Meaning I believed in Self Custody and did that from 2017 to 2020. I met Alex Mashinsky at a small meet up in Nov 2019. I believed in what he shared. And how he wanted to help a billion small investors have their funds, work for them, like those with vast wealth are able to do. I am a retired teacher, and very limited invested in my retirement. Through Celsius Network I believed I found a good and honest way to create a retirement fund. I started slowly, and I believe my first interest received was under 10\$. I began to add a bit more, until I moved much of my self-custodied crypto into Celsius, to increase my weekly yield from Celsius. I became quite an avid supporter and listened live to about 90% of All AMA's and communicated often with others in the Celsius community. AT NO TIME WAS I MADE AWARE that the Celsius company considered MY COINS to be their coins. I would have pulled 100% of my coins off the App. Maybe this is why the TOS were redone in such a way to make it difficult if not impossible to see this or understand such a huge change in the matter of ownership. Everyone would have removed their coins. The coins in the Celsius App belong to me.

Not to Celsius. Thank you,
Stephen Levenberg, Austin, Texas

I want my coins back. According to the former CEO of Celsius, we were lending our coins to them. I never agreed to give my coins to Celsius. He lied to us during the AMAs. Please return our coins back. Thank you.
Deniz Levenberg, Austin, TX

Who in their right mind will deposit any assets in a bank or financial institution if it becomes the bank's property? Anyone can use their logical mind, even a 5 year old.
Viola Siu Ping Lo, Harris Park, NSW, Australia

Celsius and Mashinsky don't have the necessary licenses to operate and after what happened no regulator will issue licenses. Please your honor judge Glenn Martin have mercy on us. We've been smashed so hard already.
Robertino Stoicescu, Sydney NSW

Your honor, throughout every AMA, email, YouTube video, post on blogs and Twitter, ownership of our coins prior to Celsius filing for CH11 had ever been in question - in fact the CEO himself regularly lured new customers on the back of Celsius' security features and the fact that no one ever had an issue withdrawing THEIR tokens! The audacity of this company to state that our funds suddenly belong to them AFTER they mismanaged them is absurd! I appreciate your consideration.
Christopher Paul Birnbaum, Saint Petersburg, Florida

The debtors (Alex Mashinsky) made repeated public statements, over the course of several years, that the coins were our coins. Yet repeatedly changed the terms and conditions in a covert way. Lies upon lies, which constitutes fraudulent behaviour. What assets are left need to be given to the creditors. Otherwise thousands of people will be financially ruined.
Jonathan Malcolm Boyd, Johor Bahru, Malaysia

Celsius was supposed to be a peer to peer lending platform not a degenerate gambling establishment. One of the main reasons I didn't withdraw my funds was because I really wanted to believe Celsius is that and I wanted to get a loan against my collateral. But because there was a lot of FUD I didn't get involved with the loan. Another main reason I didn't withdraw my funds was Alex Mashinsky interview on invest answers YouTube channel. In hindsight I'm embarrassed with myself being so gullible as stupid. But regardless, it's not right to let scammers post such lies and get away with it. Please your honour judge Glenn Martin have mercy on us and let justice be served. A lot of lives were destroyed including my son's and I. It would be in the best interest of justice for such behaviour to be discouraged and hopefully eliminated if possible in my humble opinion.
Robertino Stoicescu, Sydney, Australia

Please don't allow these crooks to claim my life's savings as their own. I was duped into believing that my crypto was safer than a bank account and I could withdraw at any time, now I have nothing left,

Jason Deon Mayhew, Salt Lake City, Utah

Please, your Honor, have mercy. The assets in Celsius are my retirement.

Douglas Ross Stringer, San Antonio, Texas

Customers' coins rightfully belong to the customers as also stated in BlockFi bankruptcy case.

Tan Chye Teck, Singapore

I signed up when Celsius was registered in the UK. They cannot change coin ownership like that! Everything they said in AMAs and interviews makes it very clear that we own the coins!

Yvan Clot-Goudard, France

God bless you to make the right decision

juan camilo castillo giron, Australia

I loaned my crypto to Celsius. I would not hand over my life savings to Celsius. I would not be paying taxes on interest owned on my property. My crypto always belonged to me. Please know that Celsius misrepresented this and continues to do so.

Jesus Ayala Jr., Chicago, IL

Of course it's our money, Mashinsky and other Celsius employees made that totally clear in his weekly YouTube messages. Tal at Celsius Loans said it was our money in her tweets. The evidence is clear.

Frances Jones, Sydney, Australia

Please give my coins back asap, they were always mine!

Liam Nguyen-Jones, Sydney, Australia

I'm a military officer and single dad. This has crippled me by about 3 years. Please do the right thing. Return the ownership of the coins to the people - not the corporations.

Bernard Mutz, Dayton, Ohio

Terms and Conditions were repeatedly breached verbally by Mashinsky in his AMA's.

Philip Charles Harding, Cardiff, United Kingdom

CELSIUS illegally sold us the EARN program without fully disclosing the ongoing Legal cases with State Regulators. They cannot claim ownership to the monies in it as we were lured by fraudulent means.

RAVI V ALAPATI, ATLANTA, GA

When I signed up for Celsius to hold my coins, their terms stated my coins were my property. You need to hold them accountable for these terms and return my coins.
Shelley Foster, Ferndale, Washington

Thanks a lot for your help Judge Glenn!
Arwed Kubisch, Luneburg, Germany

It was ALWAYS SOLD AND PROMOTED AS - COLLATERAL BELONGS TO YOU, END USER AND CLIENT.
Kim Nilsson Davidsson, Puerto Aventuras. Quintana Roo. Mexico

The company representatives (Mashinsky) gave us a rosy narrative of the company's health leading up to the bankruptcy, yet, they want to hold us to the ToS agreement. It's not right for them to mislead us then claim we signed an agreement. I feel the ToS are based on misinformation at a minimum and possibly intentional misinformation.
Clay Schile, Greer, SC

We have been manipulated by Mashinsky and Celsius, even though we lost everything, they are still at large, having a nice life and grinding what's left of "our" money for their own sake while we struggle everyday to put food on the table. That's great.
Philippe REYMOND, Gland, Switzerland

Please do not let Celsius and the attorneys continue to legally steal our assets. Thank you for your consideration.
Richard K Robison, Provo, Utah

I have always understood via Mashinsky AMA, Celsius is better than a bank. Certainly I would NOT give away my life savings, my principle for a 7% return.
Michael Tarsi, Lighthouse Point, FL US

BlockFi forthcoming with this statement further supports that no creditor agreed to the terms of use with this understanding. Many creditors including myself held Earn accounts with multiple entities. I specifically used BlockFi and Celsius and understood the accounts to be the same. Despite, Celsius's predatory attempts to change the TOS in the 11th hour, the intent with which these Earn accounts were established does not change. The coins belong to the creditors and were loaned in an effort to make yield in much the same way a bank pays yield for your deposits in their institution.
Ryan Schleiger, Newport Beach, CA

Customer deposits are customer coins. Celsius was advertised as better than a bank
Jordan J Oglesby, Los Angeles

Per BlockFi, GUSD custodian should be Gemini and should have no exposure to FTX. Also, their TOS states that wallets are user property so all wallet balance should not be part of the bankruptcy estate.
Manoj Kumar, Charlotte, NC

I was parking my USDC coins on the Celsius platform. My USDC coins is my property and should be released back to me. USDC should be treated as a cash account. No one should have the right to my cash account.

igor bekker, BROOKLYN, new york

Son's college fund.

Carla Gravenkemper, Plano Texas

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Exhibit A: BlockFi Account Terms



☰ Interest Account Terms (Non-US)

INTEREST ACCOUNT
TERMS (NON-US)

Interest Account Terms (Non-US)

INTRODUCTION

Welcome to BlockFi. Our Crypto Interest Account is a crypto repository account that allows you to earn interest paid in the form of digital assets on the eligible cryptocurrency held in your account. Please read and keep these Account Terms (“Interest Account Terms”). If you need a physical copy of these Interest Account Terms or if you have any questions, you can submit a support ticket [here](#) or visit blockfi.com. These Interest Account Terms are incorporated by reference into the BlockFi Terms of Service and Wallet Terms found here: <https://blockfi.com/terms/>

OUR RELATIONSHIP

In these Interest Account Terms, holders of a Crypto Interest Account, including owners, employees, agents and affiliates of any business, corporation, partnership or other entity that is, or is considering becoming, an account holder are sometimes referred to in the Interest Account Terms as “you” or “your.” The provider of the Crypto Interest Account for non-U.S clients, BlockFi International Ltd., a Bermuda exempted company which holds a Class F (full) license from the Bermuda Monetary Authority to conduct digital assets business, is referred to as “BlockFi,” “we,” “us” or “our” in these Interest Account Terms. Together, you and we may be collectively referred to as “Parties.”

ACCEPTANCE OF TERMS

By opening a Crypto Interest Account, you agree that the terms and conditions contained herein will govern your Crypto Interest Account, as modified from time to time. We reserve the right to update these Interest Account Terms at any time, and may notify you of such changes via the Website or by email at the address specified on your account application, but we have no obligation to notify you of every update.

A. Opening and Funding Crypto Interest Account

1. Anyone residing in a jurisdiction where we offer a Crypto Interest Account and who is at least eighteen (18) years old can apply to open a Crypto Interest Account. Crypto Interest Accounts

can be opened at blockfi.com, the BlockFi app or by contacting the Customer Care Center. All Crypto Interest Account holders must also have a BlockFi Wallet. Your BlockFi Wallet is governed by BlockFi Wallet Terms. If you are a non-U.S client, your Crypto Interest Account will be opened and maintained by BlockFi Lending LLC acting for and on behalf of BlockFi International Ltd.

The Crypto Interest Accounts have not been registered under the U.S. Securities Act of 1933 and may not be offered or sold in the United States, to U.S. persons, for the account or benefit of a U.S. person or in any jurisdiction in which such offer would be prohibited.

2. Crypto Interest Accounts are not available in Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the United States and Bermuda embargoes goods or imposes similar sanctions. Crypto Interest Accounts are not available in any other jurisdiction which we determine we would not be able to or chose not to offer Crypto Interest Accounts. Due to the dynamic nature of regulatory requirements and interpretations in the cryptocurrency market, we reserve the right to update the list of prohibited jurisdictions and reject opening accounts that we determine we would be unable to accept for regulatory or policy reasons in our sole and absolute discretion.

3. Your account is not deemed to be opened, and we have no responsibility to you unless and until you have received written (which may be electronic) confirmation from us that your account has been opened. We are not obligated to accept an application from any applicant, and we reserve the right not to open an account for any applicant in our sole and absolute discretion.

4. You can open your account by transferring eligible cryptocurrency to the wallet address provided in your BlockFi account. Your cryptocurrency will be accepted by BlockFi Trading LLC, and then will be transferred to your BlockFi Wallet. From there, you can transfer cryptocurrency to your Crypto Interest Account.

5. The transfer of such eligible cryptocurrency to your Crypto Interest Account may not be deemed settled and completed until the transaction has met the specific protocol for a relevant cryptocurrency that BlockFi has defined.

6. In addition, you can add additional assets to your Crypto Interest Account by sending a wire transfer from a bank account to BlockFi Trading LLC to purchase certain cryptocurrencies as published on our website from time to time. These assets will be added to your BlockFi Wallet, and can be transferred from your BlockFi Wallet to your Crypto Interest Account. Trading activity is governed by BlockFi Trading LLC's Trading Terms, and your BlockFi Wallet is governed by BlockFi Wallet Terms. Once assets have been debited and credited to your Crypto Interest Account opened and maintained by BlockFi Lending LCC, acting for and on behalf on BlockFi International Ltd., BlockFi Trading LLC and BlockFi Wallet LLC will have no further liability or obligation to you in connection with such assets.

7. As of the date of these Interest Account Terms, there is no minimum amount required to open a Crypto Interest Account. We may, in our sole discretion, institute a minimum balance in the future, and such minimum balance will apply to your Crypto Interest Account.

B. How Accounts Can Be Owned

Crypto Interest Accounts can be held in the types of ownership described below. Each individual

given time.

1. Individual Account. This account is owned by only one person or entity who can transfer or withdraw cryptocurrency held in the account. There is a 1 (one) individual Crypto Interest Account maximum per individual.

2. Business Account. This account is owned by a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity. Each person or entity completing any account opening requirements represents and agrees that he or she (i) is fully authorized to execute all documents or otherwise complete our requirements in his or her stated capacity, (ii) has furnished all documents or other information necessary to demonstrate that authority, and (iii) will furnish other documents and complete other requirements as we may request from time to time. We may refuse to recognize any resolution affecting your business account that appears to us to be incomplete or improperly executed.

C. How Interest Is Calculated

1. Interest on the Crypto Interest Account is variable. We publish our interest rates on our Website at <https://blockfi.com/rates>. Changes to interest rates will be posted or messaged to you before changes are made, typically before the first business day of each month. Our interest rate may be tiered, with specified rates in effect at any time only applied to specified portions of amounts in a Crypto Interest Account. Interest will be payable in arrears and added to the principal in your account on a monthly basis.

2. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the specified principal in the account on each day. The daily periodic rate is calculated by dividing the applicable interest rate by the number of days in the year. We will determine the interest rates and tiers for each month in our sole discretion, and you acknowledge that your account is not a bank deposit account and such rates may not be equivalent to benchmark interest rates observed in the market for bank deposit accounts.

D. How Interest Is Paid

1. We will credit your Crypto Interest Account with the interest earned within five business days following the end of each calendar month. Your account must be open on such date in order for you to receive this interest payment. All interest will be paid in cryptocurrency. The accrued interest will be calculated and paid to the one hundred millionth of the relevant unit of cryptocurrency. Any digits beyond that will be truncated; balances and interest payments on account statements will be truncated to eight decimal digits (one hundred millionth of a unit). Once interest has been credited to your account, you will earn interest on it in future months.

2. You may elect to have your interest paid in any cryptocurrency we support, in our discretion as may be modified from time to time, by adjusting the default settings on your online account dashboard at least 2 business days prior to the last business day of the calendar month. If you do not make an election prior to such deadline or otherwise do not adjust the default settings, interest will be paid in kind (i.e., in the type of cryptocurrency that is earning interest). Once an election has been made it will remain the interest accrual election for your Crypto Interest

Account until a subsequent timely election is made. If you elect for interest to be paid in a cryptocurrency that is different from the cryptocurrency on which the interest has been earned, BlockFi may charge an administrative fee of up to 1.5% of the total amount of interest accrued for such month, depending on the cryptocurrency selected and market conditions at the time of the payment.

E. Withdrawals

1. You may make a request for complete or partial withdrawal of principal from your Crypto Interest Account at any time. Any withdrawal of principal will be transferred instantly to your BlockFi Wallet and any withdrawal from your BlockFi Wallet will be subject to BlockFi Wallet Terms. Any interest that has accrued but not been credited to your account on a month-end basis is not eligible for withdrawal until the fifth business day of the following month.
2. Withdrawal limits based on frequency and amount may apply from time-to-time and will be described in your Crypto Interest Account interface and on our Website at <https://blockfi.com/fees>.
3. BlockFi and our third party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transfers and withdrawals of cryptocurrency either temporarily or permanently. BlockFi is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transfers or withdrawals.

F. Taxes

1. You will be able to see a record of the transactions related to your Crypto Interest Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority.
2. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with all applicable law, whether federal, state, local, or non-U.S. You agree that BlockFi is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your Crypto Interest Account.

G. Utilization of Assets

1. Except where prohibited or limited by applicable law, BlockFi has the right, without further notice to you, to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer, invest or use any amount of such cryptocurrency, separately or together with other property, with all attendant rights of ownership, and for any period of time and without retaining in BlockFi's possession and/or control a like amount of cryptocurrency, and to use or invest such cryptocurrency at its own risk.

2. You acknowledge that, with respect to assets used by BlockFi pursuant to this paragraph: (i) you will not be able to exercise rights of ownership, (ii) BlockFi may receive compensation in connection with lending or otherwise using or investing cryptocurrency in its business to which you will have no entitlement, and (iii) cryptocurrency that is subject to such lending transactions, investment or otherwise being used in these transactions will not be held by BlockFi's third party custodians.

H. Valid Authorization

You hereby represent and warrant to us at all times during which you maintain a balance in your Crypto Interest Account that: (i) any cryptocurrency that you transferred into your Crypto Interest Account is owned by you at the time of transfer; and (ii) you are validly authorized to instruct us to carry out transactions relating to your Crypto Interest Account balance and that all transactions initiated with your Crypto Interest Account are for your own account (or, in the case of business accounts, for your business's account) and not on behalf of any other person or entity.

I. General Rules Governing Crypto Interest Accounts

1. If you are a non-U.S client, all of our actions relating to your account, including these Interest Account Terms, will be governed by the laws and regulations of Bermuda. Any lawsuit regarding your account must be brought in the courts of Bermuda. If any part of these Interest Account Terms is determined to be invalid or unenforceable, such determination will not affect the remainder of these Interest Account Terms.

2. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

3. These Interest Account Terms and the relationship created hereby do not create a fiduciary relationship between us.

4. We may follow instructions regarding your Crypto Interest Account if we reasonably believe that you have authorized the instructions.

5. We will make statements for your BlockFi account available to you by email and/or online at blockfi.com. All of your accounts and (in our discretion) those of any of your affiliates may be combined into one statement.

6. We will make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify transactions. You must examine the statement and notify us of any unauthorized use or any error or irregularity on the statement within 30 calendar days after the statement is sent or made available to you. If notice is not received within the 30-calendar day period, then we will have no liability to you and any losses will be entirely yours.

7. Your Crypto Interest Account is not transferable or assignable to another person in whole or in part.

8. BlockFi is required by law to turn over the funds in abandoned or unclaimed customer accounts to the state of your last known residence. You must promptly notify us of any change in your residential mailing or email address. Failure to notify us may result in delay or non-receipt of BlockFi correspondence.

9. We may record and monitor our telephone conversations with you and your electronic communications with us (chat, e-mail and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

10. For purposes of these Interest Account Terms, our business days are Monday through Friday. Saturdays, Sundays and all federal and New York State or Bermuda holidays are not included.

11. We reserve the right to limit access to your accounts, which can include temporarily or permanently removing your online access, restricting your account and/or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions. In addition, BlockFi reserves the right to withhold or delay the withdrawal of funds or assets belonging to you if you fail to comply with these Interest Account Terms.

J. Indemnification and Limitation of Liability; Attorney's Fees and Costs for Lawsuits

1. You will indemnify and hold us and our affiliates harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur in connection with or arising out of your use of your Crypto Interest Account or our activities in connection with such account, your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by your agent, representative or third-party service provider while using your Crypto Interest Account, regardless of whether the specific use was expressly authorized by you.

2. We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, disease epidemics/pandemics such as Covid-19, government action, equipment or communications malfunction).

3. We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

4. Except for any setoff permitted by applicable law, any amounts owed or liabilities incurred by us ("Obligations") may be satisfied solely from the assets of BlockFi Lending LLC for and on behalf of BlockFi International Ltd. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against any assets of any person or entity other than BlockFi Lending LLC for Obligations, including, without limitation, any member, affiliate, investor, employee, officer, agent or advisor of BlockFi Lending LLC. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law.

5. Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

K. Risk Disclosure

1. Your Crypto Interest Account is not a checking or savings account, and it is not covered by insurance against losses. We will pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use funds and cryptocurrency assets to counterparties, and such cryptocurrency assets will be exposed to various risks as a result of such transactions. In certain jurisdictions, cryptocurrency is not legal tender, and is not backed by the government or any regulatory authority. Accounts and value balances are not insured and are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Your Crypto Interest Account is not registered with any federal or state securities regulatory authority. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency.

2. Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If you attempt to transfer assets to an unsupported wallet or using an unsupported network, or if you attempt to transfer assets other than eligible cryptocurrency (including any unsupported digital assets) to your Crypto Interest Account, such assets may be permanently lost. We assume no liability, obligation or responsibility whatsoever with respect to any unsupported digital asset or any asset that is transferred using an unsupported network or to an unsupported wallet. Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange government-issued currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear.

3. There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future. The volatility and unpredictability of the price of cryptocurrency relative to government-issued currency may result in significant loss over a short period of time. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. The nature of cryptocurrency means that any technological difficulties experienced by BlockFi may prevent the access or use of a customer's cryptocurrency. Any bond or trust account maintained by BlockFi for the benefit of its customers may not be sufficient to cover all losses incurred by customers. In light of these risks, you should carefully consider whether holding cryptocurrency in a BlockFi account is suitable.

L. Conflict/Disputes Involving Your Account

1. We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by these Interest Account Terms without being liable to you, even if such action causes you to incur fees, expenses or damages.

2. If third parties make claims on your account, or if we receive conflicting instructions from authorized signers, or if we become involved in or concerned about a dispute between you and an authorized signer, we have discretion to act in ways we believe to be appropriate, including by

closing your Crypto Interest Account and returning the cryptocurrency in such account. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge them to your Crypto Interest Account.

3. Fraudulent activity, including any attempt to withdraw funds that you do not own, did not transfer into your Crypto Interest Account, or did not purchase, is strictly prohibited and may result in the closure of your Crypto Interest Account. Fraudulent activity includes any attempt to take advantage of errors on the BlockFi Website, systems, applications, or technology platforms. Any errors identified should be flagged to investigations@blockfi.com for appropriate compensation, where applicable.

M. Legal Process Affecting Accounts

1. If legal action such as an attachment, garnishment, seizure, liquidation, levy or other state or federal legal process ("legal process") is brought against your Crypto Interest Account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. We may also be required to transfer the assets in your Crypto Interest Account at the behest of governmental or regulatory authorities pursuant to legal and regulatory actions. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account.

2. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, seizure, liquidation, or other levy against your account is subject to our right of setoff and security interest.

N. Setoff and Security Interest Rights

1. You grant us a security interest in any and all of your Crypto Interest Accounts with us for obligations owing to us or any of our affiliates by any owner of any of your accounts. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else, including debts and obligations under other transactions or agreements between you and us or any of our affiliates.

2. We may take or set off funds in any or all of your Crypto Interest Accounts, or transfer funds between any or all of your Crypto Interest Accounts, with us or any of our affiliates for direct, indirect and acquired obligations that you owe us or our affiliates, including any balances as a result of not having sufficient funds available or as a result of an erroneous transfer of funds to an address under your control, or a return or other negative balance, regardless of the source of funds in an account.

3. These rights are in addition to other rights we have to take, transfer or charge funds in your account for obligations you owe us or our affiliates. We may consider these Interest Account Terms as your consent to BlockFi's asserting its security interest or exercising its right of setoff should any laws governing your account require your consent.

4. If the law restricts our ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all of your accounts with us to obligations you owe us. Exercising these rights may result in early withdrawal penalties.

5. We hereby agree that, to the extent permitted by applicable law, you may take or set off funds in your account, or any amounts we owe you with respect thereto, against the Obligations. If the law restricts your ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that we may do so by contract, we waive those conditions and limits and authorize you to apply funds in any or all of your accounts with us to the Obligations.

O. Waiver

We may delay or waive any rights we have under these Interest Account Terms. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under these Interest Account Terms. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

P. Digital Images, e-Signatures, & Facsimile Signatures

1. We accept digital images, e-signatures, and facsimile signatures for documents that need to be signed. However, we will not be liable if use of a device was unauthorized or if the size, color or quality of the signature is different from that of any signature previously presented to us.

2. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile or digital image that we otherwise believe you authorized.

Q. Closing an Account

We have the right to close your Crypto Interest Account at any time for any reason without advance notice. In addition, your account will be closed automatically if we do not receive your initial transfer of funds to your Crypto Interest Account within sixty (60) days of the date on which your account is opened. If your account has a balance when we close it, we will return the remaining crypto assets to your BlockFi Wallet, unless prohibited by applicable law. Subject to the following sentence, if we close your Crypto Interest Account, we will pay you the accrued interest earned up to the closing date. However, if we close your Crypto Interest Account because you have breached these Interest Account Terms or the terms of any other agreement between you and us, you will not be entitled to any unpaid interest that may have otherwise accrued to your Crypto Interest Account. We will cooperate with any regulatory or governmental entity's instructions or requests with regard to your Crypto Interest Account, including freezing it and seizing its assets if mandated.

R. Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Crypto Interest Account(s) or in the correct amount as clearly instructed to us according to these Interest Account Terms, we will be liable for your actual losses or damages, subject to certain exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough funds in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (iii) in the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous; (iv) if your Crypto Interest Account is not in an active status; (v) due to legal requirements of regulatory restrictions; (vi) other exceptions stated in these Interest Account Terms or in another agreement with you.

S. Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Crypto Interest Account for a third party, such as a credit bureau or merchant; (iii) in accordance with the BlockFi Terms of Service; (iv) if you give us your written permission; (v) if we close your Crypto Interest Account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; and (vi) in order to comply with government agency or court orders.

U. Account Errors or Questions

1. Our platform allows you to review your Crypto Interest Account and conduct certain other transactions online. You must maintain adequate security and control of any and all IDs, passwords, hints, or any other codes that you use to access your Crypto Interest Account through our online platform. Any loss or compromise of the foregoing information or your personal information may result in unauthorized access to your Crypto Interest Account. We assume no responsibility for any loss that you may sustain due to compromise of your sensitive information. You accept all risks of unauthorized access and use of your Crypto Interest Account.
2. Tell us promptly if you believe that an electronic transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Crypto Interest Account (plus any other BlockFi account you own). If your statement shows transfers that you did not make, tell us immediately by contacting us [here](#).
3. Please submit a support ticket [here](#), as soon as you can, if you think your statement is wrong or if you need more information about an item listed on the statement. We must hear from you no later than thirty (30) days after we send you or make available to you the first statement on which the problem or error appeared.
4. If you tell us orally or via electronic means, we may require that you send us your complaint or question in writing, and we may request additional information within ten (10) business days. We will endeavor to determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do

this, we will credit your account within ten (10) business days for the amount of the error, so that you will have the use of the funds during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

5. If we ask you to put your complaint or question in writing, or request additional information, and do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Interest Account Terms Last Modified: 2/14/2022

Products	▼
Institutions	▼
Resources	▼
Company	▼
Follow Us	▼



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BlockFi Lending LLC NMLS ID#1737520 | NMLS Consumer Access
BlockFi Trading LLC NMLS ID#1873137 | NMLS Consumer Access

[Privacy Policy](#) | [Legal](#) | [Licenses](#) | [Disclosures and Complaints](#) | [NMLS Consumer Access](#)

Digital currency is not legal tender, is not backed by the government, and crypto accounts held with BlockFi are not subject to FDIC or SIPC protections. Digital currency values are not static and fluctuate due to market changes. Not all products and services are available in all geographic areas and are subject to applicable terms and conditions. Eligibility for particular products and services is subject to final determination by BlockFi. Rates for BlockFi products are subject to change.

BlockFi Rewards Credit Card: For more information, please see BlockFi's Terms of Service. BlockFi is not a Bank. Cards are issued by Evolve Bank & Trust, Member FDIC, pursuant to a license from Visa® USA Inc. Rewards are not offered by Evolve Bank & Trust and are instead offered and managed by BlockFi.

BlockFi International Ltd. holds a Class F digital assets business license under the Digital Assets Business Act, 2018 (as amended) and is licensed by the Bermuda Monetary Authority to conduct the following digital assets business activities: (i) issuing, selling or redeeming virtual coins, tokens or any other form of digital assets (ii) operating as a digital asset exchange (iii) providing custodial wallet services (iv) operating as a digital asset derivative exchange provider and (v) operating as a digital assets services vendor.

See blockfi.com/terms for more information.

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On November 28, 2022, BlockFi filed voluntary cases under Chapter 11 of the U.S. Bankruptcy Code. Additional information about our filing can be found on our blog [here](#).



☰ Interest Account Terms (Existing US only)

INTEREST ACCOUNT
TERMS (EXISTING US
ONLY)

Interest Account Terms (Existing US only)

INTRODUCTION

Welcome to BlockFi. Our Crypto Interest Account is a crypto repository account that allows you to earn interest paid in the form of digital assets on the eligible cryptocurrency held in your account. Please read and keep these Account Terms (“Interest Account Terms”). If you need a physical copy of these Interest Account Terms or if you have any questions, you can submit a support ticket [here](#) or visit [blockfi.com](#). These Interest Account Terms are incorporated by reference into the BlockFi Terms of Service and Wallet Terms found [here](#): <https://blockfi.com/terms/>. Further, the Crypto Interest Accounts are operated by us under an Indenture (“Indenture”) with Ankura Trust Company, LLC, as trustee, a form of which can be found [here](#):

OUR RELATIONSHIP

In these Interest Account Terms, holders of a Crypto Interest Account, including owners, employees, agents and affiliates of any business, corporation, partnership or other entity that is, or is considering becoming, an account holder are sometimes referred to in the Interest Account Terms as “you” or “your.” The provider of the Crypto Interest Account for U.S clients is BlockFi Inc., and is referred to as “BlockFi,” “we,” “us” or “our” in these Interest Account Terms. Together, you and we may be collectively referred to as “Parties.”

ACCEPTANCE OF TERMS

By continuing to maintain a Crypto Interest Account, you agree that the terms and conditions contained herein will govern your Crypto Interest Account, as modified from time to time. We reserve the right to update these Interest Account Terms at any time, and may notify you of such changes via the Website or by email at the address specified on your account application, but we have no obligation to notify you of every update.

Starting on February 14, 2022, we will no longer offer Crypto Interest Accounts to new U.S. clients. Existing U.S. clients can continue to maintain their Crypto Interest Account, receive interest and withdraw cryptocurrency from their Crypto Interest Accounts but will no longer be able to transfer additional cryptocurrency into their Crypto Interest Accounts.

The Crypto Interest Accounts have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States, to U.S. persons, for the account or benefit of a U.S. person or in any jurisdiction in which such offer would be prohibited.

If you are an existing U.S client, your Crypto Interest Account will be maintained by BlockFi Inc. All existing US Crypto Interest Account holders will also have a BlockFi Wallet. Your BlockFi Wallet is governed by BlockFi Wallet Terms.

A. How Interest Is Calculated

1. Interest on the Crypto Interest Account is variable. We publish our interest rates on our Website at <https://blockfi.com/rates>. Changes to interest rates will be posted or messaged to you before changes are made, typically before the first business day of each month. Our interest rate may be tiered, with specified rates in effect at any time only applied to specified portions of amounts in a Crypto Interest Account. Interest will be payable in arrears and added to the principal in your account on a monthly basis.

2. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the specified principal in the account on each day. The daily periodic rate is calculated by dividing the applicable interest rate by the number of days in the year. We will determine the interest rates and tiers for each month at our sole discretion, and you acknowledge that your account is not a bank deposit account and such rates may not be equivalent to benchmark interest rates observed in the market for bank deposit accounts.

B. How Interest Is Paid

1. We will credit your Crypto Interest Account with the interest earned within five business days following the end of each calendar month. Your account must be open on such date in order for you to receive this interest payment. All interest will be paid in cryptocurrency. The accrued interest will be calculated and paid to the one hundred millionth of the relevant unit of cryptocurrency. Any digits beyond that will be truncated; balances and interest payments on account statements will be truncated to eight decimal digits (one hundred millionth of a unit). Once interest has been credited to your account, you will earn interest on it in future months.

2. You may elect to have your interest paid in any cryptocurrency we support, in our discretion as may be modified from time to time, by adjusting the default settings on your online account dashboard at least 2 business days prior to the last business day of the calendar month. If you do not make an election prior to such deadline or otherwise do not adjust the default settings, interest will be paid in kind (i.e., in the type of cryptocurrency that is earning interest). Once an election has been made it will remain the interest accrual election for your Crypto Interest Account until a subsequent timely election is made. If you elect for interest to be paid in a cryptocurrency that is different from the cryptocurrency on which the interest has been earned, BlockFi may charge an administrative fee of up to 1.5% of the total amount of interest accrued

for such month, depending on the cryptocurrency selected and market conditions at the time of the payment.

C. Withdrawals

1. You may make a request for complete or partial withdrawal of principal from your Crypto Interest Account at any time. Any withdrawal of principal will be transferred instantly to your BlockFi Wallet and any withdrawal from your BlockFi Wallet will be subject to BlockFi Wallet Terms. Any interest that has accrued but not been credited to your account on a month-end basis is not eligible for withdrawal until the fifth business day of the following month. **If you are an existing U.S. client, please note that any assets you withdraw from your Crypto Interest Account on or after February 14, 2022 will not be eligible for transferring back into your Crypto Interest Account.**

2. Withdrawal limits based on frequency and amount may apply from time-to-time and will be described in your Crypto Interest Account interface and on our Website at <https://blockfi.com/fees>.

3. BlockFi and our third party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transfers and withdrawals of cryptocurrency either temporarily or permanently. BlockFi is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transfers or withdrawals.

D. Taxes

1. You will be able to see a record of the transactions related to your Crypto Interest Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority.

2. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with all applicable law, whether federal, state or local. You agree that BlockFi is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your Crypto Interest Account.

E. Utilization of Assets

1. Except where prohibited or limited by applicable law, BlockFi has the right, without further notice to you, to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer, invest or use any amount of such cryptocurrency, separately or together with other property, with all attendant rights of ownership, and for any period of time and without retaining in BlockFi's possession and/or control a like amount of cryptocurrency, and to use or invest such cryptocurrency at its own risk.

2. You acknowledge that, with respect to assets used by BlockFi pursuant to this paragraph: (i)

you will not be able to exercise rights of ownership, (iv) BlockFi and its affiliates may receive compensation in connection with lending or otherwise using or investing cryptocurrency in its business to which you will have no entitlement, and (iii) cryptocurrency that is subject to such lending transactions, investment or otherwise being used in these transactions will not be held by BlockFi's third party custodians.

F. Valid Authorization

You hereby represent and warrant to us at all times during which you maintain a balance in your Crypto Interest Account that: (i) any cryptocurrency that you transferred into your Crypto Interest Account is owned by you at the time of transfer; and (ii) you are validly authorized to instruct us to carry out transactions relating to your Crypto Interest Account balance and that all transactions initiated with your Crypto Interest Account are for your own account (or, in the case of business accounts, for your business's account) and not on behalf of any other person or entity.

G. General Rules Governing Crypto Interest Accounts

1. If you are U.S client, all of our actions relating to your account, including these Interest Account Terms, will be governed by the laws and regulations of the United States and, to the extent not preempted, the laws and regulations of the State of Delaware. Any lawsuit regarding your account must be brought in the courts in the State of Delaware or the courts of the United States located in the State of Delaware. If any part of these Interest Account Terms is determined to be invalid or unenforceable, such determination will not affect the remainder of these Interest Account Terms.
2. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.
3. These Interest Account Terms and the relationship created hereby do not create a fiduciary relationship between us.
4. We may follow instructions regarding your Crypto Interest Account if we reasonably believe that you have authorized the instructions.
5. We will make statements for your BlockFi account available to you by email and/or online at blockfi.com. All of your accounts and (in our discretion) those of any of your affiliates may be combined into one statement.
6. We will make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify transactions. You must examine the statement and notify us of any unauthorized use or any error or irregularity on the statement within 30 calendar days after the statement is sent or made available to you. If notice is not received within the 30-calendar day period, then we will have no liability to you and any losses will be entirely yours.
7. Your Crypto Interest Account is not transferable or assignable to another person in whole or in part.

8. BlockFi is required by law to turn over the funds in abandoned or unclaimed customer accounts to the state of your last known residence. You must promptly notify us of any change in your residential mailing or email address. Failure to notify us may result in delay or non-receipt of BlockFi correspondence.

9. We may record and monitor our telephone conversations with you and your electronic communications with us (chat, e-mail and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

10. For purposes of these Interest Account Terms, our business days are Monday through Friday. Saturdays, Sundays and all federal and New York State holidays are not included.

11. We reserve the right to limit access to your accounts, which can include temporarily or permanently removing your online access, restricting your account and/or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions. In addition, BlockFi reserves the right to withhold or delay the withdrawal of funds or assets belonging to you if you fail to comply with these Interest Account Terms.

H. Indemnification and Limitation of Liability; Attorney's Fees and Costs for Lawsuits

1. You will indemnify and hold us and our affiliates harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur in connection with or arising out of your use of your Crypto Interest Account or our activities in connection with such account, your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by your agent, representative or third-party service provider while using your Crypto Interest Account, regardless of whether the specific use was expressly authorized by you.

2. We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, disease epidemics/pandemics such as Covid-19, government action, equipment or communications malfunction).

3. We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

4. Except for any setoff permitted by applicable law, any amounts owed or liabilities incurred by us ("Obligations") may be satisfied solely from the assets of BlockFi Inc. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against any assets of any person or entity other than BlockFi Inc for Obligations, including, without limitation, any member, affiliate, investor, employee, officer, agent or advisor of BlockFi Inc. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law.

5. Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

I. Risk Disclosure

1. Your Crypto Interest Account is not a checking or savings account, and it is not covered by insurance against losses. We will pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use funds and cryptocurrency assets to counterparties, and such cryptocurrency assets will be exposed to various risks as a result of such transactions. In certain jurisdictions, cryptocurrency is not legal tender, and is not backed by the government or any regulatory authority. Accounts and value balances are not insured and are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Your Crypto Interest Account is not registered with any federal or state securities regulatory authority. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency.

2. Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If you attempt to transfer assets to an unsupported wallet or using an unsupported network, or if you attempt to transfer assets other than eligible cryptocurrency (including any unsupported digital assets) to your Crypto Interest Account, such assets may be permanently lost. We assume no liability, obligation or responsibility whatsoever with respect to any unsupported digital asset or any asset that is transferred using an unsupported network or to an unsupported wallet. Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange government-issued currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear.

3. There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future. The volatility and unpredictability of the price of cryptocurrency relative to government-issued currency may result in significant loss over a short period of time. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. The nature of cryptocurrency means that any technological difficulties experienced by BlockFi may prevent the access or use of a customer's cryptocurrency. Any bond or trust account maintained by BlockFi for the benefit of its customers may not be sufficient to cover all losses incurred by customers. In light of these risks, you should carefully consider whether holding cryptocurrency in a BlockFi account is suitable.

J. Conflict/Disputes Involving Your Account

1. We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by these Interest Account Terms without being liable to you, even if such action causes you to incur fees, expenses or damages.

2. If third parties make claims on your account, or if we receive conflicting instructions from authorized signers, or if we become involved in or concerned about a dispute between you and an authorized signer, we have discretion to act in ways we believe to be appropriate, including by closing your Crypto Interest Account and returning the cryptocurrency in such account. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge them to your Crypto Interest Account.

3. Fraudulent activity, including any attempt to withdraw funds that you do not own, did not transfer into your Crypto Interest Account, or did not purchase, is strictly prohibited and may result in the closure of your Crypto Interest Account. Fraudulent activity includes any attempt to take advantage of errors on the BlockFi Website, systems, applications, or technology platforms. Any errors identified should be flagged to investigations@blockfi.com for appropriate compensation, where applicable.

K. Legal Process Affecting Accounts

1. If legal action such as an attachment, garnishment, seizure, liquidation, levy or other state or federal legal process ("legal process") is brought against your Crypto Interest Account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. We may also be required to transfer the assets in your Crypto Interest Account at the behest of governmental or regulatory authorities pursuant to legal and regulatory actions. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account.

2. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, seizure, liquidation, or other levy against your account is subject to our right of setoff and security interest.

L. Setoff and Security Interest Rights

1. You grant us a security interest in any and all of your Crypto Interest Accounts with us for obligations owing to us or any of our affiliates by any owner of any of your accounts. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else, including debts and obligations under other transactions or agreements between you and us or any of our affiliates.

2. We may take or set off funds in any or all of your Crypto Interest Accounts, or transfer funds between any or all of your Crypto Interest Accounts, with us or any of our affiliates for direct, indirect and acquired obligations that you owe us or our affiliates, including any balances as a result of not having sufficient funds available or as a result of an erroneous transfer of funds to an address under your control, or a return or other negative balance, regardless of the source of funds in an account.

3. These rights are in addition to other rights we have to take, transfer or charge funds in your account for obligations you owe us or our affiliates. We may consider these Interest Account Terms as your consent to BlockFi's asserting its security interest or exercising its right of setoff should any laws governing your account require your consent.

4. If the law restricts our ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all

of your accounts with us to obligations you owe us. Exercising these rights may result in early withdrawal penalties.

5. We hereby agree that, to the extent permitted by applicable law, you may take or set off funds in your account, or any amounts we owe you with respect thereto, against the Obligations. If the law restricts your ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that we may do so by contract, we waive those conditions and limits and authorize you to apply funds in any or all of your accounts with us to the Obligations.

M. Waiver

We may delay or waive any rights we have under these Interest Account Terms. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under these Interest Account Terms. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

N. Digital Images, e-Signatures, & Facsimile Signatures

1. We accept digital images, e-signatures, and facsimile signatures for documents that need to be signed. However, we will not be liable if use of a device was unauthorized or if the size, color or quality of the signature is different from that of any signature previously presented to us.

2. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile or digital image that we otherwise believe you authorized.

O. Closing an Account

We have the right to close your Crypto Interest Account at any time for any reason without advance notice. In addition, your account will be closed automatically if we do not receive your initial transfer of funds to your Crypto Interest Account within sixty (60) days of the date on which your account is opened. If your account has a balance when we close it, we will return the remaining crypto assets to your BlockFi Wallet, unless prohibited by applicable law. Subject to the following sentence, if we close your Crypto Interest Account, we will pay you the accrued interest earned up to the closing date. However, if we close your Crypto Interest Account because you have breached these Interest Account Terms or the terms of any other agreement between you and us, you will not be entitled to any unpaid interest that may have otherwise accrued to your Crypto Interest Account. We will cooperate with any regulatory or governmental entity's instructions or requests with regard to your Crypto Interest Account, including freezing it and seizing its assets if mandated.

P. Liability for Failure to Make Transfers

If we do not complete a transfer from your Crypto Interest Account(s) or in the correct amount as clearly instructed to us according to these Interest Account Terms, we will be liable for your actual losses or damages, subject to certain exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough funds in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (iii) in the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous; (iv) if your Crypto Interest Account is not in an active status; (v) due to legal requirements of regulatory restrictions; (vi) other exceptions stated in these Interest Account Terms or in another agreement with you.

Q. Disclosure of Account Information

1. We will disclose information to third parties about your account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Crypto Interest Account for a third party, such as a credit bureau or merchant; (iii) in accordance with the BlockFi Terms of Service; (iv) if you give us your written permission; (v) if we close your Crypto Interest Account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; and (vi) in order to comply with government agency or court orders.

2. As long as your Crypto Interest Account remain outstanding under the Indenture, electronic access, at any time and from time to time, to records maintained by us will be available to the Trustee, including your name, mailing address, email address and tax residency information, the applicable interest payment dates and the dates and amounts of interest paid by us to your Crypto Interest Account for the immediately preceding twelve months (by crypto currency), the principal amounts of crypto assets in respect of your Crypto Interest Account then outstanding (by crypto currency), the amount of accrued but unpaid interest (by crypto currency), the terms then applicable to such Crypto Interest Account, including applicable interest rate.

R. Account Errors or Questions

1. Our platform allows you to review your Crypto Interest Account and conduct certain other transactions online. You must maintain adequate security and control of any and all IDs, passwords, hints, or any other codes that you use to access your Crypto Interest Account through our online platform. Any loss or compromise of the foregoing information or your personal information may result in unauthorized access to your Crypto Interest Account. We assume no responsibility for any loss that you may sustain due to compromise of your sensitive information. You accept all risks of unauthorized access and use of your Crypto Interest Account.

2. Tell us promptly if you believe that an electronic transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Crypto Interest Account (plus any other BlockFi account you own). If your statement shows transfers that you did not make, tell us immediately by contacting us [here](#).

3. Please submit a support ticket [here](#), as soon as you can, if you think your statement is wrong or if you need more information about an item listed on the statement. We must hear from you no later than thirty (30) days after we send you or make available to you the first statement on which the problem or error appeared.

4. If you tell us orally or via electronic means, we may require that you send us your complaint or question in writing, and we may request additional information within ten (10) business days. We will endeavor to determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount of the error, so that you will have the use of the funds during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

5. If we ask you to put your complaint or question in writing, or request additional information, and do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Interest Account Terms Last Modified: 4/14/2022

Products	▼
<hr/>	
Institutions	▼
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Resources	▼
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Company	▼
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Follow Us	▼
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Log in

BlockFi Lending LLC NMLS ID#1737520 | NMLS Consumer Access
BlockFi Trading LLC NMLS ID#1873137 | NMLS Consumer Access

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Digital currency is not legal tender, is not backed by the government, and crypto accounts held with BlockFi are not subject to FDIC or SIPC protections. Digital currency values are not static and fluctuate due to market changes. Not all products and services are available in all geographic areas and are subject to applicable terms and conditions. Eligibility for particular products and services is subject to final determination by BlockFi. Rates for BlockFi products are subject to change.

BlockFi Rewards Credit Card: For more information, please see BlockFi's Terms of Service. BlockFi is not a Bank. Cards are issued by Evolve Bank & Trust, Member FDIC, pursuant to a license from Visa® USA Inc. Rewards are not offered by Evolve Bank & Trust and are instead offered and managed by BlockFi.

BlockFi International Ltd. holds a Class F digital assets business license under the Digital Assets Business Act, 2018 (as amended) and is licensed by the Bermuda Monetary Authority to conduct the following digital assets business activities: (i) issuing, selling or redeeming virtual coins, tokens or any other form of digital assets (ii) operating as a digital asset exchange (iii) providing custodial wallet services (iv) operating as a digital asset derivative exchange provider and (v) operating as a digital assets services vendor.

See blockfi.com/terms for more information.

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Exhibit B: BlockFi Tweet



Source: <https://twitter.com/AdviserCounsel/status/1597636396243906560>
Dated: November 29, 2022